

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ENVIRONMENTAL SUPPORT SOLUTIONS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

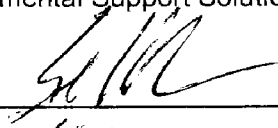
Environmental Support Solutions, Inc.

Address of Grantor:

1620 W. Fountainhead Parkway, Suite 100

Tempe, AZ 85282

Attn: _____

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

Address of Bank:

14300 Northsight Boulevard, Suite 203
Scottsdale, AZ 85260

Attn: TRAVIS D WOOD

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>Copyrights:</i>		
Facility Refrigerant Manager Training Manual	TX-4-060-784	6/26/95
Generator Associate	TX-4-350-411	7/8/96
Refrigerant journal system software	TX-4-692-039	5/8/05
Refrigerant compliance manager	TX-3-683-597	11/16/9_
Refrigerant management (master) plan	TX-4-052-551	5/22/95
Master Refrigerant Journal; Technical refrigerant journal	TX-4-016-447	5/17/95
Clean Air Act Compliance Refrigerant Management Survey	TX-4-068-366	6/29/95
Transporter Associate	TX-4-332-177	7/8/96
Tank Manager: storage tank management software	TX-4-332-178	7/8/96
Facility Associate	TX-4-350-397	7/8/96
Manifest Associate	TX-4-350-406	7/8/96

Domains:

www.RMSsystems.com	www.ess-host.net
www.compliancesuite.net	www.ess-registrar1.com
www.jordansystems.net	www.ess-test.com
www.EssenTech.com	www.compliance-on-demand-wc.com
www.EssentialSuite.com	www.compliance-on-demand.com
www.ESSexpo.com	www.ess-compliance-on-demand.com
www.incidentmaster.com	www.essential-on-demand.com
www.essentialehs.com	www.ess-essential-on-demand.com
www.ess-essential.com	www.ess-on-demand.com
www.ess-essentialsuite.com	www.cswebconnect.com
www.ess-compliancesuite.com	www.Essential-Technologies.com
www.ess-expo.com	www.PCcompliance.biz
www.jordansystems.com	www.wixel.com
www.ess-home.com	www.compliancesuite.com
www.environmentalsupportsolutions.com	www.compliancesuite.org
www.incidentmaster.net	www.viron.com
www.jordansystems.org	www.PCcompliance.org
www.oshasoftware.org	wwwRMSsystems.org
www.pccompliance.com	www.PCcompliance.net
www.ess-demo.com	
www.ess-host.com	

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
COMPLIANCE BUDDY.COM	043766	2/18/00
ENVIRON.COM	43241	9/2/99
ERECORDVAULT.COM	043767	2/18/00
FACILITY ASSOCIATE	37912	7/3/96
FACILITY REFRIGERANT MANAGER	37491	4/19/96
GENERATOR ASSOCIATE	37913	7/3/96
IAQ MANAGER	37497	4/19/96
LEAK MANAGER	37493	4/19/96
MANIFEST ASSOCIATE	37915	7/3/96
REFRIGERANT COMPLIANCE JOURNAL	37492	4/19/96
REFRIGERANT JOURNAL SYSTEM	37494	4/19/96
TANK MANAGER	155157	2/29/96
TRANSPORTER ASSOCIATE	37914	7/3/96
WASTE MANGER	43242	9/2/99
WASTE MANAGER PLUS	43245	9/2/99
WASTE MANAGER PROFESSIONAL	43243	9/2/99
WASTE MANAGER SOFTWARE	43244	9/2/99
COMPLIANCE MESSENGER	78/862,702	4/17/06
DESIGN	78/864,071	7/5/05
ENVIRON.COM	2,619,633	9/17/02
ERECORDVAULT.COM	2,610,854	8/20/02
ESS	78/366,720	12/4/03
ESS and Circle Design	78/414,620	5/6/04
ESSENTIAL SUITE	78/331,136	11/20/03
EZ MANIFEST II	2,914,650	12/28/04
REFRIGERANT JOURNAL SOFTWARE	2,106,923	10/21/97
WEBCOMPLY	2,949,445	5/10/05
ESSENTIAL TECHNOLOGIES	2,343,952	4/18/00
F.E.M.S	1,819,427	2/1/94
INFOBOOK	2,313,157	2/1/00
PLANTWARE	1,835,312	5/10/94
TRIANGLE & CIRCLE DESIGN	2,369,840	7/25/00
COMPLIANCE SUITE	2,161,096	5/26/98
PC COMPLIANCE & Design	2,040,122	2/25/97

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.